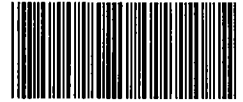


seek reimbursement for costs incurred pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607. In addition, EPA reserves the right to undertake removal and/or remedial actions at any time that such actions are appropriate under the NCP and seek reimbursement for any costs incurred pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607.

XV. OTHER CLAIMS



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42. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not bound by this Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

43. The Respondent hereby waives any claim to reimbursement it may have under Section 106(b) of CERCLA, 42 U.S.C. § 9606(b).

44. This Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2).

XVI. CONSENT

45. The Respondent agrees to undertake all actions required by the terms and conditions of this Order, but does not otherwise commit to undertake any other action hereby. The Respondent consents to and will not contest EPA jurisdiction regarding this Order.

XV. REIMBURSEMENT OF COSTSDRAFT  
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46. At the termination of this Consent Order, EPA shall submit to the Respondent an accounting of all response and oversight costs incurred by the U.S. Government with respect to this Consent Order. Oversight costs shall consist of all costs incurred by EPA, its agents or contractors in connection with EPA's oversight of the work to be done by the Respondent under the terms of this Consent Order. The Respondent shall, within thirty (30) calendar days of receipt of that accounting, remit a check for the amount of those costs made payable to the Hazardous Substances Response Superfund. Checks should specifically reference the Site and be addressed as specified in Section XII of this Order.

XVII. TERMINATION AND SATISFACTION

47. The provisions of this Order shall be deemed satisfied upon Respondent's receipt of written notice from EPA that to the satisfaction of EPA, which approval shall not be unreasonably withheld, all of the terms of this Order have been adequately completed.

The undersigned representative of the Respondent certifies that he or she is fully authorized by the Respondent to enter into the terms and conditions of this Order, to execute this Order, and to legally bind the Respondent to this Order. This Order will become effective upon signature by the Regional Administrator.

XVIII. ADMISSIONS

47. Nothing in this Consent Order, including the Work Plan

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identified in Section V hereof, is intended by the parties to be, nor shall it be, an admission of facts or law or determinations, an estoppel, or a waiver of defenses by the Respondent for any purpose, other than the enforcement of this Consent Order, and Respondent specifically does not admit any matter of fact or law set forth herein including that the conditions at the Metro Container Site present an imminent and substantial endangerment to public health, welfare, or the environment, or that such conditions constitute a release or threat of a release of hazardous substances. Participation in this Consent Order by the Respondent is not intended by the parties to be, and shall not be, an admission of any fact or opinion developed by the contractor in the completion of the work. The terms of this Consent Order, including the Work Plan, shall not be construed more or less favorably for or against any party hereto. This Consent Order shall not be admissible in any proceeding except to enforce the terms of this Order.

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
JAMES M. SEIF  
REGIONAL ADMINISTRATOR  
EPA, REGION III

RESPONDENT

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Name (Signed)

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title